

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**JIM RADER**

Jim Rader (Rader) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Rader's license as a broker/salesperson no. 1999034752 will be subject to discipline. Pursuant to § 536.060 RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and additionally the right to a disciplinary hearing before the MREC under § 621.110 RSMo Supp. 2011. The MREC and Rader jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045 RSMo Supp. 2011.

Rader acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him, the right to appear and be represented by legal counsel, the right to have all charges proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing against him at the hearing, the right to present evidence on his behalf at the hearing, the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him, the right to a ruling on questions

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

of law by the Administrative Hearing Commission the right to a disciplinary hearing before the MREC at which time Rader may present evidence in mitigation of discipline the right to a claim for attorney fees and expenses and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC

Being aware of these rights provided to him by law Rader knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him

Rader acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline along with citations to law and/or regulations the MREC believes were violated Rader stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Rader's license as a broker salesperson license no 1999034752 is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621 RSMo and §§ 339 010 to 339 205 and §§ 339 710 to 339 855 RSMo as amended

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Rader in Part II herein is based only on the agreement set out in Part I herein Rader understands that the MREC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered

I  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing the MREC and Rader herein jointly stipulate to the following

1 The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120 RSMo Supp. 2011 for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.205 and §§ 339.710 to 339.855 RSMo (as amended) relating to real estate salespersons and brokers

2 Rader holds a license as a broker salesperson no. 1999034752. Rader's license was at all times relevant, current and active.

3 On or about May 3, 2011, Rader's registered address with the MREC was 268 Cedar Vale Lane, Forsyth, MO 65653 (Registered Address). This remained Rader's registered address throughout all relevant time periods.

4 On May 3, 2011, the MREC sent a letter to Rader's registered address requesting his correspondence on an issue arising from his recent fingerprint submission.

5 On June 13, 2011, the MREC sent another letter to Rader's registered address requesting his correspondence on the fingerprint issue and also advising Rader that failure to respond in writing to the MREC's letter would constitute a second violation of 20 CSR 2250.8.170(1).

6 Rader did not respond in writing to the MREC's written requests.

7 Section 339 100 2 RSMo Supp 2011 provides in relevant part

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 RSMo against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts

(15) Violation of or attempting to violate directly or indirectly or assisting or enabling any person to violate any provision of sections 339 010 to 339 180 and sections 339 710 to 339 860 or of any lawful rule adopted pursuant to sections 339 010 to 339 180 and sections 339 710 to 339 860

(19) Any other conduct which constitutes untrustworthy improper or fraudulent business dealings demonstrates bad faith or incompetence misconduct or gross negligence[ ]

8 Because Rader has failed to respond in writing to the MREC s written requests or inquiries as set forth herein Rader has violated 20 CSR 2250 8 170(1) which states

(1) Failure of a licensee to respond in writing within thirty (30) days from the date of the commission s written request or inquiry mailed to the licensee s address currently registered with the commission will be sufficient grounds for taking disciplinary action against that licensee

8 Rader s violation of 20 CSR 2250 8 170(1) constitutes cause to discipline Rader s broker salesperson license pursuant to § 339 100 2(15) RSMo Supp 2011

9 Rader's repeated failure to respond in writing to the commission's written requests as set forth herein constitutes cause to discipline his license pursuant to § 339.100.2(19) RSMo Supp. 2011

**II**  
**Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060 RSMo and §§ 621.045.4 and 621.110 RSMo Supp. 2011

10 **Rader agrees to pay a civil penalty of \$750** Said penalty is authorized under § 339.205 RSMo Supp. 2011

A Rader agrees to pay the \$750 civil penalty by certified check made payable to the Missouri Real Estate Commission, State of Missouri, and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. Rader shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

B Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. Section 339.205.8 RSMo Supp. 2011

C In the event the MREC determines that Rader has failed to pay any portion of the \$750 agreed upon herein or has violated any other term or condition of this

Settlement Agreement the MREC may in its discretion (1) notify the Attorney General who may commence an action to recover the amount of the penalty including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed under § 339-205-4 RSMo Supp. 2011 (2) after an evidentiary hearing vacate and set aside the penalty imposed herein and may probate suspend revoke or otherwise lawfully discipline Rader's license under § 324-042 RSMo Supp. 2011 and (3) deny discipline or refuse to renew or reinstate Rader's license under § 339-205-7 RSMo Supp. 2011

11 **Rader's license is on probation** Rader's license as a broker salesperson is hereby placed on PROBATION for a period of six (6) months. The period of probation shall constitute the disciplinary period. During the disciplinary period Rader shall be entitled to practice as a broker salesperson under Chapter 339 RSMo as amended provided Rader adheres to all the terms of this agreement.

12 **Terms and conditions of the disciplinary period** Terms and conditions of the probation are as follows:

A Rader shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Rader shall notify the MREC in writing within ten (10) days of any change in this information.

B Rader shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to

maintain his license(s) in a current and active status. During the disciplinary period Rader shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250.4-050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Rader may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250.8-155. If Rader applies for a real estate license after surrender, Rader shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision wholly or partially on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Rader shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Rader shall immediately submit documents showing compliance with the requirements of this settlement agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Rader shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this settlement agreement.

F Rader shall comply with all relevant provisions of Chapter 339 RSMo as amended all rules and regulations duly promulgated thereunder all local state and federal laws State as used herein includes the State of Missouri and all other states and territories of the United States

13 Upon the expiration of the disciplinary period the license of Rader shall be fully restored if all requirements of law have been satisfied provided however that in the event the MREC determines that Rader has violated any term or condition of this Settlement Agreement the MREC may in its discretion after an evidentiary hearing vacate and set aside the discipline imposed herein and may suspend revoke or otherwise lawfully discipline Rader's license

14 No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536 RSMo

15 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Rader of Chapter 339 RSMo as amended or the regulations promulgated thereunder or of the terms and conditions of this Settlement Agreement

16 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this



Settlement Agreement that are either now known to the MREC or may be discovered except with respect to the guilty plea he entered in 1980 now known to the MREC as well as his failure to report that plea on his initial and renewal applications for real estate licenses

17 If any alleged violation of this Settlement Agreement occurred during the disciplinary period the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period or as soon thereafter as a hearing can be held to determine whether a violation occurred and if so may impose further disciplinary action Rader agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred

18 Each party agrees to pay all their own fees and expenses incurred as a result of this case its litigation and/or its settlement

19 The terms of this Settlement Agreement are contractual legally enforceable and binding not merely recital Except as otherwise contained herein neither this Settlement Agreement nor any of its provisions may be changed waived discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of the change waiver discharge or termination is sought

20 The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324 339 and 610 RSMo as amended

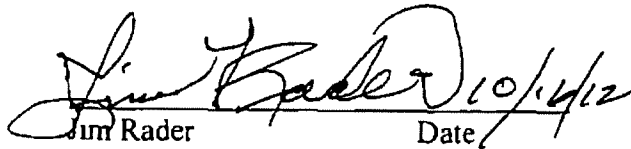
21 Rader together with his partners heirs assigns agents employees representatives and attorneys does hereby waive release acquit and forever discharge the MREC its respective members employees agents and attorneys including former members employees agents and attorneys of or from any liability claim actions causes of action fees costs expenses and compensation including but not limited to any claim for attorney s fees and expenses whether or not now known or contemplated including but not limited to any claims pursuant to § 536.087 RSMo (as amended) or any claim arising under 42 U.S.C. § 1983 which now or in the future may be based upon arise out of or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

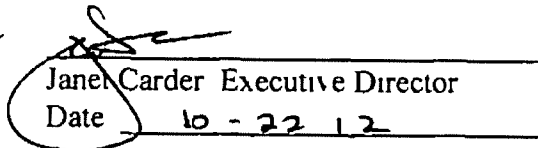
22 Rader understands that he may either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Rader s license. If Rader desires the Administrative Hearing Commission to review this Settlement Agreement Rader may submit his request to Administrative Hearing Commission Truman State Office Building Room 640 301 W High Street P.O. Box 1557 Jefferson City Missouri 65102.

23 If Rader requests review this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Rader's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline then the MREC may proceed to seek discipline against Rader as allowed by law. If Rader does not request review by the Administrative Hearing Commission this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

Licensee

Missouri Real Estate Commission

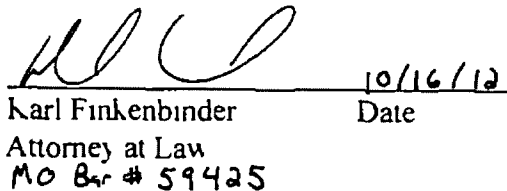
  
Jim Rader Date 10/16/12

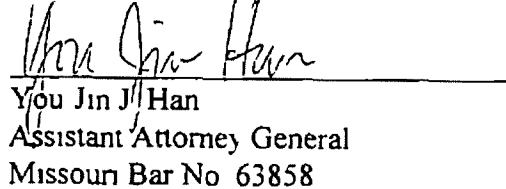
  
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